

Appalachian State University

Request for Proposal #: 55-111623

Convenience Store (C-Store) Distributions Services

Date Issued: November 16, 2023

Proposal Opening Date: January 8, 2024

At 2:00 PM ET

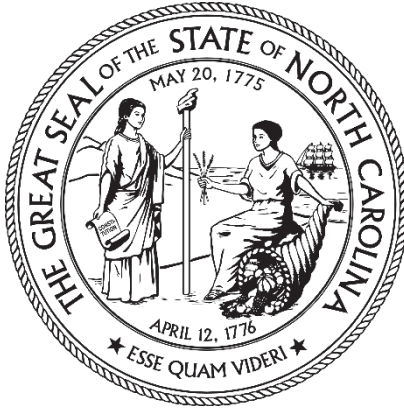
Direct all inquiries concerning this RFP to:

Walter Parsons

Assistant Director of Procurement Services

Email: parsonswc@appstate.edu

Phone: 828-262-4001



STATE OF NORTH CAROLINA

Request for Proposal

55-111523

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Appalachian State University

Refer <u>ALL</u> Inquiries regarding this RFP to: Walter Parsons parsonswc@appstate.edu Ph: 828-262-4001	Request for Proposal # 55-111523
	Proposals will be publicly opened: January 8, 2024
Using Agency: Appalachian State University	Commodity No. and Description: 93131608 C-Store Distributions Services
Requisition No.:	

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated

on the attached certification, by _____

(Authorized Representative of Appalachian State University)

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1.0 PURPOSE AND BACKGROUND

Appalachian State University is home to over 20,000 FTE students and 3100 FTE employees. Campus Services serves the Appalachian State University community through the management of on-campus businesses including two (2) Convenience Store Retail Services (C-Stores).

Appalachian State University's Campus Services seeks to partner with a trusted convenience store distribution vendor for its C-Store operations in the Boone and Hickory Campuses. Campus Services seeks to partner with a trusted vendor who is dedicated to improving the C-Store distribution experience. The ideal partner will be able to meet 90% of the business needs presented in this RFP. Campus Services expects to build a close relationship with the selected vendor, including regularly scheduling visits with an assigned account representative, collaborative marketing and shelf plan-o-gram setups, and comprehensive, competitive, timely and reliable delivery service.

Campus Services currently serves the Appalachian State University community through the management of on-campus food service businesses, including two student-facing convenience stores known as 'Markets'. These Campus Services Markets are self-operating and primarily serve students, but are also open to faculty, staff, and the community. Each of the markets have roughly 1,500 square feet of floor space with variable shelving and display setups for dry goods. Each location also has four (4) doors of reach in space available for frozen and four (4) doors for refrigerated goods.

Each Market averages \$1,183,000 yearly in net sales with an average daily customer count of 600 and a check average of \$8.25. Current SKU count is about 2,000 in total, with 1,000 SKU's accounting for 80% of sales. Delivery services would be expected weekly with an average order value of \$25,000 split between the two Market locations. The volume of goods that move through the Markets correlates with the University schedule, which results in approximately 30 deliveries annually.

Please see below for sales volume metrics by product category:

- \$400,000 yearly sales per store in Grocery
- \$14,000 yearly sales per store in Produce
- \$72,000 yearly sales per store in Dairy
- \$22,000 yearly sales per store in Meat / Deli
- \$160,000 yearly sales per store in Frozen
- \$75,000 yearly sales per store in Candy
- \$84,000 yearly sales per store in Chips
- \$101,000 yearly sales per store in General Merchandise
- Beverages and Soda will be largely excluded from this RFP

Proposals shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

CONTRACT TERM

The Contract for each phase shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date"). At the end of each Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues, regarding any component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.5 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	November 16, 2023
Pre-bid, On-Site (Mandatory) Walkthrough	Vendor	December 11, 2023 @ 9:00 AM EST
Submit Written Questions	Vendor	December 13, 2023, by 5 P.M. EST
Provide Responses to Questions	State	December 20, 2023, by 5 P.M. EST
Submit Proposals	Vendor	January 8, 2024, @ 2 P.M. EST
Contract Award	State	As soon as possible

2.5a MANDATORY SITE VISIT / PRE-BID CONFERENCE

Date: December 11, 2023

Time: 9:00 am Eastern Standard Time

Contact #: 828-262-4001

Instructions: It shall be MANDATORY that each Vendor representative be present for a pre-bid site visit /pre-bid conference on Monday, December 11, 2023. Attendees must meet promptly at 9:00 AM Eastern Time at the Campus Store Market on campus of Appalachian State University

located at 219 College St, Boone, NC 28608. All attendees must sign in upon arrival and clearly indicate the prospective Vendor represented on the sign in sheet. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

- The purpose of this site visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Invitation for Bid. Vendors shall stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this bid.
- Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Invitation for Bid, must be confirmed by written addendum before it can be considered to be a part of this bid.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to parsonswc@appstate.edu by the date and time specified above. Vendors will enter "RFP #55-111623 Questions" as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to **electronic Vendor Portal (eVP)**, <https://evp.nc.gov> and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.8 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

eVP

If applicable to this RFP and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or

appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.9 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- l) Completed and signed version of ATTACHMENT I: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY, if applicable.
- m) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.10 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and

advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #55-111623 for 'name of Vendor'". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal. Each proposal must be complete and independent of other proposals offered.

2.11 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive proposals will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning proposal, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such proposals(s) are identified, the State will then determine whether any such proposal falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria:

Criteria	Consideration Factors	Percentage
Vendor Qualifications: Technical & Functional Capabilities and Quality of response	Proposed vendor solution adequately supports or exceeds the technical and functional requirements presented in the RFP; POS and credential solutions include features offered, flexibility, and expandability. Completeness, clarity, demonstration of understanding of scope, etc. Demonstration of competence and knowledge in the field and industry, availability of qualified staff, timeline that meets University needs, etc.	50%
Pricing	Comprehensive pricing and discount/rebate structure to include incentives for delivery drop size, early pay, manufacturer sales, and incentives tied to specific product categories.	35%

Vendor reputation, experience & references	Reputation & experience in C-Store distribution (emphasis on higher education). Adequate references of comparable scope and scale, higher education references, quality of references and recommendations, etc.	15%
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3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change in a requirement would allow for the State to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal.

PRICING FORM, shall include:

Vendor shall provide detail on the Vendor's wholesale pricing structure which would be applied to the sale of items to the University whether the structure based on cost-plus or set margin, including percentages by category.

Vendor shall provide detail for the percent discount or graduated incentive scale based upon delivery "drop" size/value.

Vendor shall provide detail incentives based on early payment of invoices.

Vendor shall provide information on marketing partners including manufacturers promotional programs and detail its process for the application or implementation of marketing incentives (including incentives related to specific product categories) which are passed on to the University.

4.2 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total proposal price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.3 DELIVERY AND INSTALLATION

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.4 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this RFP. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its proposal response. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

4.5 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the proposal response.

Vendor warrants that all equipment furnished under this RFP will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

Proposal Number: 55-111623

Vendor: _____

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☐ YES ☐ NO

Will the Vendor provide warranty service? ☐ YES ☐ NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

4.6 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE/CERTIFICATION

Each proposal shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the proposal.

4.7 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.8 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Vendor shall also provide information about the Vendor's background and experience in developing, supplying and maintaining the systems sought in this RFP in responses to the Vendor Questions.

4.9 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied these products and services. The State may contact these users to determine quality level of the services offered; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

The Vendor must be able to demonstrate an established, successful track record of past performance in providing products and services closely related to the requirements specified in this RFP. Appalachian State University reserves the right to visit a Vendor site, at University's expense, to witness facilities and operations relevant to the capabilities necessary to provide consistent level of service in fulfilling these requirements.

Please reference accounts/installations, showing company experience in receiving contracts for the delivery of the products and services, like the ones proposed, to other college and/or university clients. At a minimum, the reference accounts must be using the Vendor's distribution services of products for the fulfillment of Convenience Store (C-Store) operations.

Reference information should include the college/university name, address, name of contact person and his/her title, email address, and telephone number.

4.10 VENDOR'S REPRESENTATIONS

If the proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions provided in Attachment I. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

4.12 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.13 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☐ Contract value in excess of \$1,000,000.00

B. The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, should be increased from the minimums stated. Increased or additional insurance coverage amounts for this Solicitation are as follows. Coverages not changed here remain as stated in the General Terms and Conditions.

- a) **Employer's Liability** \$ _____
- b) **Commercial General Liability** \$ _____ Combined Single Limit
- c) **Automobile** \$ _____ Bodily injury and property damage
 \$ _____ Uninsured/under insured motorist
 \$ _____ Medical payment

5.0 PRODUCT SPECIFICATIONS AND SCOPE OF WORK

5.1 Specifications

Proposals must be organized in the order presented in this RFP and include a quotation which is based on the system information provided. Proposals not organized in the prescribed manner may be eliminated from consideration. The Vendor must respond to all the items listed in the RFP in order using the numbering system of this RFP. Responses should be complete, comprehensive, and concise. Vendors are requested to complete a Vendor Detailed Questionnaire (Attachment I). Any single response in the Vendor Detailed Questionnaire should not exceed 450 words. Supplemental technical information, product literature and other supporting materials that further explain or demonstrate the proposed system capabilities may also be included in the proposal response separate from the questionnaire. If a question in the Vendor Detailed Questionnaire asks for an attachment or documentation, please affirm that the information has been included in the proposal and reference where it can be located.

All Vendors who provide a proposal in response to this RFP are responsible for all costs associated with preparing that proposal, answering all questions, providing Appalachian State University with requested information, and making a Vendor presentation to Appalachian State University. Appalachian State University is under no obligation to incur or reimburse any Vendor for any proposal costs.

5.2 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes. 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically monthly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract

requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

6.6 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Purchase Order and Remittance Address(s), Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

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6.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: COST PROPOSAL

Vendors are requested to organize quotations in the following format:

- A) Vendor shall provide detail on the Vendor's wholesale pricing structure which would be applied to the sale of items to the University whether the structure based on cost-plus or set margin, including percentages by category.
- B) Vendor shall provide detail for the percent discount or graduated incentive scale based upon delivery "drop" size / value.
- C) Vendor shall provide detail incentives based on early payment of invoices.
- D) Vendor shall provide information on marketing partners including manufacturers promotional programs and detail its process for the application or implementation of marketing incentives (including incentives related to specific product categories) which are passed on to the University.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf

ATTACHMENT I: VENDOR DETAILED QUESTIONNAIRE

Vendors are requested to complete a Vendor Detailed Questionnaire. Any single response in the Vendor Detailed Questionnaire should not exceed 450 words. Supplemental technical information, product literature and other supporting materials that further explain or demonstrate the proposed system capabilities may also be included in the proposal response separate from the questionnaire.

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****

ATTACHMENT I: VENDOR DETAILED QUESTIONNAIRE

ID	Question / Criteria / Requirement
Q1	Provide background information about the establishment of the company and its subsequent history of providing C-Store distribution (specifically in higher- education environments).
Q2	Provide general information about your company, sales, management structure, market data.
Q3	Provide the number of current customers. Please also detail the number and names of higher education institutions that you serve.
Q4	Provide information about your company that distinguishes it from others in the industry.
Q5	What food and product categories and brands does your company distribute?
Q6	What percentage rebate would you offer for more favorable payment terms such as net10?
Q7	How are volume discounts structured and applied, and what are the thresholds? Is it off invoice?
Q8	What is the frequency of manufacturer/distributor discount sales and their duration?
Q9	What is the frequency of distribution to Boone and Hickory, North Carolina (day, week, bi-week)?
Q10	Will the truck deliver the same day and time consistently? Will there be a time range for delivery? Is there a way to track the delivery (i.e. live online tracking of the delivery truck)?
Q11	Describe your contingency plans if a delivery were to be affected by bad weather. If a delivery is canceled or delayed, how will service be adjusted after the weather has cleared?
Q12	How are service outages communicated to customers?
Q13	How are the responsibilities of the delivery driver defined? Do they unload the truck and drop the pallets onto the dock? Will they unpack the product from pallets and load them onto floats or carts? Will they take the product into the store?
Q14	Do you offer a service where the driver would stock the shelves and invoice accordingly?
Q15	Do you offer guaranteed sales? If a product goes out of date or does not sell within a predefined time frame, will you issue a credit?
Q16	What is the minimum order value, by category or total delivery?
Q17	How often are orders required to be placed? What is the schedule and lead times for ordering, and does it vary with category (i.e. frozen ordered by Monday, Candy by Wednesday, etc)? Will a fee be assessed if an order is not placed in a given period, and how is that frequency defined?

Q18	What fees or charges will be billed in addition to the cost of goods? Please include any and all costs i.e. delivery fee, fuel fee, service charges, tag fees, etc.
Q19	Will a dedicated sales representative or retail councilor be assigned to the account? How often will they be expected to check in, and what kind of support will they offer?
Q20	Do you offer support for plan-o-grams or store resets? Describe what this support entails and how often it will be offered.
Q21	What is the process for product recalls? How will these be communicated? Will you issue credit for these items?
Q22	What equipment or merchandisers do you supply, and would it be included as part of the service contract or a separate cost?
Q23	A hard copy itemized invoice must be provided at the time of delivery that can be compared with the products delivered. Can you provide this? Can you also provide a digital copy of the invoice?
Q24	What is your return policy? Please detail in reference to damaged or broken items, delivery error or mispick, as well as addressing the return of unopened items in resalable condition.
Q25	When an ordered item is out of stock, how is this communicated? Do you offer recommended substitutes?
Q26	Can you supply 30 SKU's in the category of produce? Give examples of your top performing brands in this category.
Q27	Can you supply 30 SKU's in the category of meat/ deli? Give examples of your top performing brands in this category.
Q28	Can you supply 150 SKU's in the category of frozen foods? Give examples of your top performing brands in this category.
Q29	Can you supply 100 SKU's in the category of dairy? Give examples of your top performing brands in this category.
Q30	Can you supply 20 SKU's in the category of feminine products? Give examples of your top performing brands in this category.
Q31	Can you supply 20 SKU's in the category of pain relievers? Give examples of your top performing brands in this category.
Q32	Can you supply 40 SKU's in the category of cold medicine? Give examples of your top performing brands in this category.
Q33	Can you supply 150 SKU's in the category of gum and/or candy? Give examples of your top performing brands in this category.

Q34	Can you supply 150 SKU's in the category of gluten free, vegan, vegetarian, & organic items? Give examples of your top performing brands in this category.
Q35	Can you supply 50 SKU's in the category of protein/ diet/ & meal supplement bars? Give examples of your top performing brands in this category.
Q36	Can you supply 50 SKU's in the category of paper & cleaning supplies? Give examples of your top performing brands in this category.
Q37	Can you supply 150 SKU's in the category of snack items? Give examples of your top performing brands in this category.
Q38	Can you supply 50 SKU's in the category of breakfast items? Give examples of your top performing brands in this category.
Q39	Can you supply 150 SKU's in the category of all other groceries? Give examples of your top performing brands in this category.
Q40	Our point of sale system is TransAct - do you have any experience integrating with this system? Please detail your process for integrating with a point of sale system including potential barriers or challenges.
Q41	Our inventory management system is Jamix - do you have any experience integrating with this system? Please detail your process for integrating with an inventory management system including potential barriers or challenges.